REMARKS

In paragraph 1 of the Official Action the Examiner has finally rejected claims 1, 13 and 14 under 35 USC § 103(a) as being unpatentable over Texas Instruments in view of Toro and further in view of Discount for the reasons set forth therein.

It is respectfully submitted that the Texas Instrument fails to teach the present invention in many respects. The Examiner states that Texas Instruments reference teaches a method of providing photographic products and/or photographic services including the steps of selecting the product among a selection of products; selecting a product service plan from a menu of photographic product service plans; and associating the selected product with the selected service plan in creating a product service plan account indicative thereof. First, Applicants would like to point out that the Texas Instruments publication is directed to the sale of computers. A computer is not the same as providing photographic products or services as claimed by Applicants. Further, there is no teaching or suggestion of selecting a photographic product or photographic service plan. Quite the contrary, what is taught in Texas Instruments is the purchase of either a one or three year warranty plan with respect to the computer. Thus, the statement that Texas Instruments discloses photographic products or services is inaccurate and Texas Instruments does not teach or suggest providing a menu of photographic products or photographic service plans as taught and claimed by Applicants. Quite the contrary, all that is being discussed is a standard warranty program of either one or three year type plan. Furthermore, the present invention specifically is directed to associating the camera with the selected photographic product and/or photographic service plan in creating a service plan account indicative thereof. Claim 1 further provides entry of photographic product and photographic service plan into a computer database to maintain a record of the photographic products or photographic service to be provided with respect to images captured by selected cameras in accordance with the selected photographic product and photographic service plan for a predetermined period of time. There is no teaching or suggestion in Texas Instruments of providing images by a camera. Quite the contrary, it merely teaches providing of a

computer and a warranty service plan for repair of the computer. Accordingly, the Texas Instruments reference is deficient for the following reasons:

1) there is no method for providing photographic products and photographic service plans which include the step of selecting the camera;

2) it does not disclose selecting a photographic product and/or service plan from a menu of photographic products and/or photographic service plan;

3) it does not associate the camera with a selected photographic product or service plan;

4) it does not create a product or photographic service plan account;

5) it does not enter the photographic and photographic service plan account into a computer database to maintain a record of the photographic product with respect to images captured by the selected camera; and

6) it does not disclose providing a photographic service plan for a predetermined period of time.

Thus, it can be seen that the Texas Instruments reference can be distinguished for a multitude of reasons and therefore by itself certainly cannot teach or suggest the invention.

With regard to the Toro reference, this again is directed to a warranty program totally apart and distinct from that of the present invention. As with Texas Instruments reference, Toro is directed to a providing a warranty to a product which is totally apart and distinct from providing a camera and photographic product and/or photographic service plans as taught and claimed by Applicants. As stated on page 2, the Toro Company is a leading provider of outdoor maintenance and beautification products for home, recreational and commercial landscape. This is totally apart and distinct from photographic cameras or photographic service plans as taught and claimed by Applicants. Further, for the same reason as Texas Instruments, the Toro reference fails to teach or suggest the invention for the six reasons previously discussed.

Finally, the last reference which the Examiner uses to reject claim 1 is the Discount reference which is directed to a photographic processing business. This reference merely is directed to a business that provides goods or services in the photographic arena. In particular, it merely discloses the sale of film and camera and providing of developing services. It also teaches and suggests the providing of discount coupons. Quite often the promotions include

tie-ins of buying one product and tying it to another product or service. However, there is no teaching or suggestion of the following:

1) selecting a photographic product and a photographic service plan from a menu of photographic products or service plans nor associating that particular plan with the product purchased and in creating an account thereof.

2) There is no teaching or suggestion that images captured from the camera are to be applied to that particular service plan.

3) There is no teaching or suggestion of having an account, of providing a service plan.

4) There is no teaching of connecting the images captured to a particular product or service plan as taught and claimed by Applicants.

5) There is no teaching or suggestion in Discount for providing this plan for a predetermined period of time. Quite the contrary, all that is taught or suggested in Discount is the providing of promotions or coupons of a particular sale or promotion. Because of this it could not teach or suggest the providing of an account for the purpose previously described as taught and claimed by Applicants.

Thus, all three references cited by the Examiner fail to teach or suggest many of the elements taught and claimed by Applicants. Thus, on this basis alone, the cited references could not teach or suggest the present invention.

Further, Applicants would like to point out that in order to combine references there must be some teaching, suggestion or motivation to do so. The CAFC in *In re Lee* 277 Fed 3rd 1338 (61 USPQ 2nd 1430) 2002 stated at page 1433 "our case law makes clear that the best defense against the subtle but powerful attraction of a hindsight-based obviousness analysis is rigorous application of the requirement for a showing of the teaching or motivation to combine prior art references ... there must be motivation, suggestion, or teaching of the desirability of making the specific combination that was made by the applicant ... teachings of references can be combined only if there is some suggestion or incentive to do so". The Court further at 1434 states "only by showing some objective teaching in the prior art or that knowledge generally available to one of ordinary skill in the art would lead that individual to combine the relevant teachings of the references".

The three cited references are directed to totally apart and distinct businesses from that of the present invention. Further, the discount and Texas Instruments references are simply directed to purchasing of warranties whereas the Discount is directed to providing a photographic business. There is no teaching or suggestion of why one of ordinary skill in the art would take the Discount reference and combine with either of the two cited references. Since the Discount reference is totally apart and distinct from the previous two, there would be no motivation or suggestion to do so. Applicant respectfully submits that combining of these references is not based on prior art, but based on hindsight, piecemeal reconstruction of the present invention. Furthermore, as previously pointed out, even if the references were combined, they still fail to teach many of the aspects of the invention.

With regard to the statement that while Texas Instruments and Toro do not expressly teach selecting a camera and a photographic product or photographic service plan, Discount teaches a customer selecting a camera and subsequently selecting a developing service to be used in connection with the camera. However, this is not a plan but simply a place which services are to be provided. There is no plan stored in account for providing a particular service over a period of time. Quite the contrary, all that is taught and suggested by Discount is simply placing an order for particular goods or services when desired.

The Examiner has also rejected claims 2, 3, 9 and 10 under 35 USC § 103(a) as being unpatentable over Texas Instruments and further in view of Agfa for the reasons set forth in paragraph 2. Claims 2, 3, 9 and 10 depend at least ultimately upon independent claim 1 and therefore are patentably distinct for the reasons previously discussed. Agfa does not teach or suggest anything which would render independent claim 1 obvious. While Agfa may teach tie-ins, it does not teach or suggest providing of account and selection of a service product and/or service plan as taught and claimed by Applicants. The Examiner has taken official notice that is old and well known that promotions may be offered for a limited period of time. This is not the same as what the present invention is directed to. The promotion of the present invention is not limited to a particular time, it is the plan selected for a period of time, that is, images are provided during the period of time that images are captured from the selected camera and products/services will be provided in accordance with the service plan currently

stored in the account. There is no teaching or suggestion of doing this in the cited art. The promotions cited in the references last for a period of time are simply directed to people submitting orders for particular goods and/or services with without any recourse to specific accounts of the customer.

The Examiner in paragraph 3 has also rejected claims 4, 5 and 12 under 35 USC § 103(a) as being unpatentable over Texas Instruments in view of Discount and Official Notice. These claims are dependent claims which depend at least ultimately upon independent claim 1 which has been previously shown to be distinguishable over the prior art. The official notice presented by the Examiner does not teach or suggest anything which would render independent claim 1 obvious and therefore these claims are also patentably distinct over the prior art for the same reasons previously discussed.

The Examiner has also rejected the various dependent claims in paragraphs 4 and 5 either in view of additional cited art or official notice. Here again, the reasons previously set forth and the additional references relied upon do not teach or suggest the independent claim which has been previously shown to be patentably distinct over the prior art. Accordingly, these claims are also believed to be patentably distinct for the same reasons.

The Examiner in paragraph 6 rejected claims 15, 16, 18 and 19 under 35 USC § 103(a) as being unpatentable over Agfa in view of Official Notice. Independent claims 15 and 18, upon which dependent claims 16 and 19 depend as amended are directed to selecting a camera from a plurality of cameras and a photographic product or service product from a menu of such by a customer and then maintaining an account of the photographic products or services selected by the customer so that the photographic products or services are to be provided to that customer. As previously discussed with claim 1, the prior art did not teach or suggest this. Agfa does not teach or suggest selecting a camera from a plurality of cameras and a product or service plan from a menu of such. Accordingly, independent claims 16 and 18 as currently set forth are patentably distinct over the prior art.

Claim 20 has been rejected in paragraph 7 under 35 USC § 103(a) as being unpatentable over Agfa in view of Discount and further in view of Official Notice, however, claim 20 is dependent upon independent claim 18 which is believed to be patentably distinct for reasons previously discussed.

Likewise, claims 17, 21, 22 and 23 which have been rejected in paragraphs 8, 9 and 10 are also believed to be patentably distinct for the same reasons previously discussed with respect to the independent claim upon which they depend respectively.

The Examiner in paragraph 11 rejected claims 24-28 under 35 USC § 103(a) as being unpatentable over Texas Instruments in view of Official Notice, and further in view of Toro. As previously discussed, the Texas Instruments and Toro references are of little relevance to the present invention. The official notice taken by the Examiner that computer workstations operable to select products or services over the internet are old and well known in the art does not detract from the fact that the Toro and Texas Instruments references fail to teach or suggest the providing of a photographic product and/or photographic service from a menu of photographic products and service plans for services and selecting a camera from a plurality of cameras, nor does it teach providing an account stored on a database for the same reasons previously discussed with claim 1. Accordingly, it is respectfully submitted that claim 25 and its dependent claims are patentably distinct for the same reasons previously discussed. The remaining claims 29-35 depend at least ultimately upon independent claim 25 and therefore are patentably distinct for the same reasons previously discussed.

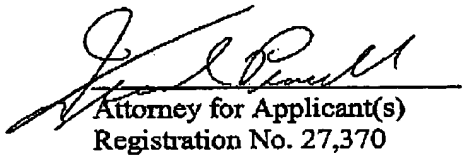
With respect to the rejection of paragraphs 13 and 14, claims 30-35 depend at least ultimately upon independent claims 24 and 25 which have been shown to be patentably distinct and therefore these claims are also patentably distinct for the reasons previously discussed.

The Examiner in paragraph 15 rejected claim 36 under 35 USC § 103(a) as being unpatentable over Texas Instruments in view of Discount, Toro and Official Notice. It is respectfully submitted that claim 36 is patentably distinct over Texas Instruments and Discount for the same reasons discussed with respect to independent claim 1. The official notice taken by the Examiner that provide a customer ID in connection with an on-line account is old and well known does not take away from the fact that Texas Instruments and Discount fail to teach many of the elements of claim 36 for the same reasons previously discussed with respect to claim 1. In particular, the selecting of the service plan and camera which are to be associated with images captured by the camera for a predetermined period of time render the references of neither Texas Instruments

or Discount or Toro teach or suggest this for the same reasons previously discussed.

In view of the foregoing it is respectfully submitted that the claims in their present form are in condition for allowance and such action is respectfully requested.

Respectfully submitted,



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